

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**UNITED STATES OF AMERICA,**  
*ex rel. AMY BERGMAN, et al.,*

*Plaintiffs,*

v.

**ABBOTT LABORATORIES,**

*Defendant.*

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**CIVIL ACTION No. 09-4264**

**JOINT STIPULATION OF DISMISSAL**

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure and the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b)(1), and in accordance with the terms and conditions of the Settlement Agreement (“Agreement”) among the United States of America, Relator Amy Bergman, and Abbott Laboratories and AbbVie Inc. (“Abbott”), and in accordance with separate settlement agreements between the Named States<sup>1</sup> and Abbott, all entities (collectively referred to as “the Parties”), through their authorized representatives, hereby stipulate to the entry of an order that:

1. The Civil Action shall be:

a. dismissed with prejudice to the Relator as to all claims in the Civil Action, pursuant to and consistent with the terms and conditions of the Agreement;

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<sup>1</sup> The following states are named as parties in this matter and may potentially participate in a settlement with Abbott: California, Delaware, Florida, Georgia, Hawaii, Illinois, Indiana, Louisiana, Massachusetts, Michigan, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, Oklahoma, Rhode Island, Tennessee, Texas, Virginia, Wisconsin and the District of Columbia. The states are in the process of obtaining approval on their individual agreements with Abbott and consent to the dismissal as set forth herein.

b. dismissed with prejudice to the States as to claims for the Covered Conduct, pursuant to and consistent with the terms and conditions of the state agreements, but with the condition that if any state elects not to participate in the settlement, the claims of those States would be dismissed without prejudice;

c. dismissed with prejudice to the United States as to claims for the Covered Conduct, pursuant to and consistent with the terms and conditions of the Agreement;

d. dismissed without prejudice to the United States and the States as to all claims not for the Covered Conduct, pursuant to and consistent with the terms and conditions of the Agreement and the state agreements.

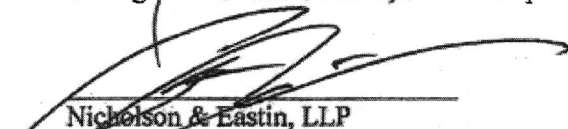
2. The Court will retain jurisdiction over any disputes that may arise regarding compliance with the Agreement.

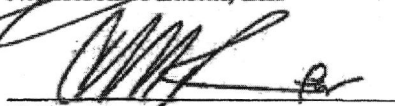
3. A proposed order accompanies this joint stipulation.

Respectfully submitted,

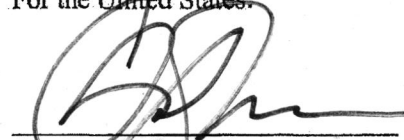
For Relator Amy Bergman:

  
Pietragallo Gordon Alfano Bosick & Raspanti, LLP

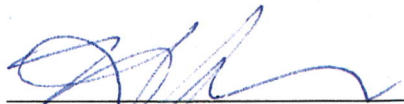
  
Nicholson & Eastin, LLP

  
Kelley Uustal

For the United States:

  
Charlene Keller Fullmer  
Assistant United States Attorney

For Defendant Abbott Laboratories:



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Henry J. DePippo

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**CIVIL ACTION No. 09-4264**

**ORDER OF DISMISSAL**

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure and the False Claims Act, 31 U.S.C. § 3730(b)(1), and in accordance with the terms and conditions of the Settlement Agreement (“Agreement”) among the United States of America, Relator Amy Bergman, and Abbott Laboratories and AbbVie Inc. (“Abbott”), and in accordance with separate settlement agreements between the States and Abbott (all entities collectively referred to as “the Parties”), the Parties filed a Joint Stipulation of Dismissal as to claims in this action.

Upon due consideration of the Joint Stipulation of Dismissal and the papers on file in this action, **IT IS HEREBY ORDERED** that:

1. The Civil Action shall be:

a. dismissed with prejudice to the Relator as to all claims in the Civil Action, pursuant to and consistent with the terms and conditions of the Agreement;

b. dismissed with prejudice to the States as to claims for the Covered Conduct, pursuant to and consistent with the terms and conditions of the state agreements, but with the condition that if any state elects not to participate in the settlement, the claims of those States would be dismissed without prejudice;

c. dismissed with prejudice to the United States as to claims for the Covered Conduct, pursuant to and consistent with the terms and conditions of the Agreement;

d. dismissed without prejudice to the United States and the States as to all claims not for the Covered Conduct, pursuant to and consistent with the terms and conditions of the Agreement and the state agreements.

2. The Court will retain jurisdiction over any disputes that may arise regarding compliance with the Agreement.

3. The Court will retain jurisdiction over any disputes that may arise regarding compliance with the Agreement.

SO ORDERED.

BY THE COURT:

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The Honorable C. Darnell Jones, II, J.